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Attorneys for Plaintiff  
**LIBERTY MUTUAL INSURANCE COMPANY**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

**LIBERTY MUTUAL INSURANCE  
COMPANY,**

Plaintiff,

vs.

**MICHAEL T. BLATT,**

Defendant.

Case No. C 06 2022 SC

**STIPULATED FACTS FOR TRIAL**

Trial Date: January 28, 2008

Plaintiff Liberty Mutual Insurance Company and Defendant Michael T. Blatt hereby stipulate to the following facts for all purposes, including trial:

1. Of the \$198,344.88 in direct defense expenses, \$23,045.71, was incurred by counsel for Mr. Blatt after the jury verdict in the underlying Gabbert v. Blatt action.

2. Of the \$300,303.85 fee and cost award in favor of the underlying plaintiffs, \$1,582.50 was incurred by counsel for Gabbert and Lincoln after the jury verdict. The post-verdict fees were paid by Liberty Mutual as part of a larger payment of all fees made on or about September 10, 2004. Payment was made as a "supplementary payment" under the terms of policy

**STIPULATED FACTS**

FROM : F. MONTE DA  
01/24/2008 15:23

FAX NO. :

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Jan. 24 2008 05:20PM P1

FOREMAN AND BRASSO

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1 TB1-131-011670-397.

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3 3. Of the \$23,045.71 in direct defense expenses incurred after the  
4 verdict in the Gabbert action, \$8,755.19 has been paid by Liberty Mutual.  
5 Payment of \$7,504.21 was made to Foreman & Brasso by Liberty Mutual on  
6 June 1, 2004. Payment of \$836.75 was made to Foreman & Brasso by  
7 Liberty Mutual on July 12, 2004. Payment of \$884.23 was made to Foreman  
8 & Brasso by Liberty Mutual on August 18, 2004.

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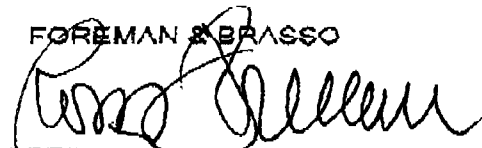
10 Dated: January 24, 2008

FOREMAN & BRASSO

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By:



Ronald D. Foreman  
Attorneys for Plaintiff  
MICHAEL T. BLATT

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16 Dated: January 24, 2008

KRING & CHUNG, LLP

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By:

Ronald J. Skocypec  
J. Christopher Bennington  
Attorneys for Plaintiff  
LIBERTY MUTUAL INSURANCE  
COMPANY

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FOREMAN & BRASSO

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12 By: \_\_\_\_\_

13 Ronald D. Foreman  
14 Attorneys for Plaintiff  
MICHAEL T. BLATT

15 Dated: January 24, 2008

KRING & CHUNG, LLP

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17 By: \_\_\_\_\_

18 Ronald J. Skocypec  
19 J. Christopher Bennington  
20 Attorneys for Plaintiff  
LIBERTY MUTUAL INSURANCE  
21 COMPANY  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My electronic mail address is mbennett@kringandchung.com. The document was served electronically and the transmission was reported as complete and without error.

On January 24, 2008 at approximately 5:30 p.m., I served true copies of the foregoing document(s) described as **STIPULATED FACTS FOR TRIAL** on the interested parties in this action, addressed as follows:

**Attorneys for Michael Blatt**

Ronald D. Foreman, Esq.  
rdf@foremanandbrasso.com

☒ BY E-MAIL: By transmitting a true copy of the foregoing document(s) to the e-mail address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 24, 2008, at Irvine, California.



MICHELLE BENNETT